BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, PA 19103

In the Matter of District of Columbia Water and Sewer Authority 5000 Overlook Avenue, SW Washington, DC 20032, Respondent. PWS ID DC000002	)	Dkt. No. SDWA-03-2006-0186

CONSENT AGREEMENT AND FINAL ORDER

1. This Consent Agreement and Final Order ("CAFO") is entered into by the Director, Water Protection Division, United States Environmental Protection Agency, Region III ("Complainant") and the District of Columbia Water and Sewer Authority ("DCWASA" or "Respondent") pursuant to Section 1414(g)(3)(B) of the Safe Drinking Water Act ("SDWA" or "Act"), 42 U.S.C. § 300g-3(g)(3)(B), and the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits ("Consolidated Rules")*, 40 C.F.R. Part 22. The Administrator has delegated the authority to take this action to the Regional Administrator for Region III, who in turn has delegated the authority to the Water Protection Division Director of Region III.

2. This administrative proceeding for the assessment of civil penalties was initiated pursuant to Section 1414(g)(3)(B) of the SDWA, 42 U.S.C. § 300g-3(g)(3)(B) by issuance of a

First Amended Complaint ("First Amended Complaint"). A Second Amended Complaint is being filed simultaneously with this CAFO pursuant to consent of the parties. The Second Amended Complaint alleges that DCWASA has violated certain terms and conditions of the Administrative Order for Compliance on Consent, Docket No. SDWA-03-2004-0259DS, entered June 17, 2004 ("June 17, 2004 AO"). The June 17, 2004 AO directed Respondent to correct violations of Section 1411 of the SDWA, 42 U.S.C. § 300g, specifically, violations of the Lead and Copper Rule, a national primary drinking water regulation, 40 C.F.R. §§ 141.80-91.

3. The Second Amended Complaint is incorporated by reference herein.

4. The parties agree that settlement of this matter without further litigation is in the public interest and that entry of a CAFO is the most appropriate means of resolving this matter.

5. Respondent waives any defenses it might have as to jurisdiction and venue. Respondent agrees not to contest the U.S. Environmental Protection Agency Region III's ("EPA") jurisdiction to issue the Second Amended Complaint and this CAFO and to enforce the terms of this CAFO.

6. Each party to this action shall pay its own costs and attorney fees.

7. The provisions of this CAFO shall be binding upon the Complainant and the Respondent, its principals, officers, directors, successors and assigns.

8. Nothing in this CAFO shall be construed to create any rights in, or grant any cause of action to, any person not party to this CAFO.

II. FINDINGS OF FACT

9. EPA adopts and Respondent neither admits nor denies the allegations contained in Paragraphs 3 through 37 of the Second Amended Complaint as the Findings of Fact herein, nor

does Respondent concede any liability thereunder, but in the interests of resolving this matter without further proceedings, agrees to enter into this CAFO.

III. CONCLUSIONS OF LAW

10. Based on the Findings of Fact, EPA concludes that Respondent has violated the June 17, 2004 AO, which order directed Respondent to correct violations of Section 1411 of the SDWA, 42 U.S.C. § 300g, specifically, violations of the Lead and Copper Rule, a national primary drinking water regulation, 40 C.F.R. §§ 141.80-91 and is therefore liable to the United States for a civil penalty in accordance with Sections 1414(a)(2) and 1414(g) of the SDWA, 42 U.S.C. §§ 300g-3(a) & (g). Respondent neither admits nor denies these Conclusions of Law, nor does Respondent concede any liability thereunder, but in the interests of resolving this matter without further proceedings, agrees to enter into this CAFO.

IV. CONSENT AGREEMENT AND ORDER

11. Based on the foregoing and having taken into account the seriousness of the violations, the population at risk, and other appropriate factors consistent with Section 1414(b), 42 U.S.C. § 300g-3(b), EPA hereby ORDERS and Respondent hereby CONSENTS, that:

12. Respondent shall pay a civil penalty in the amount of ten-thousand dollars ($10,000). Penalty payment shall be made according to the following specifications.

a. The payment shall be made in U.S. dollars by money order, cashier's or certified check made payable to the "Treasurer, United States of America", wire transfer, or ACH, and delivered to the following:

If by money order, cashier's or certified check sent by U.S. postal service mail:

U.S. Environmental Protection Agency
Box 371099M
Pittsburgh, PA 15251

If by money order, cashier's or certified check sent by Federal Express or non-U.S. Postal Service express mail:

Mellon Client Service Center
ATTN: Shift Supervisor, Room 0690
Lockbox 371099M
500 Ross Street
Pittsburgh, PA 15262-0001

If by wire transfer:

Federal Reserve Bank of New York
ABA=021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read:
"D 68010727 Environmental Protection Agency"

If by Automated Clearinghouse (also known as REX or remittance express):

Automated Clearinghouse (ACH) for receiving US currency
PNC Bank
ABA = 051036706 Transaction Code 22 – checking
Environmental Protection Agency 808 17th Street NW
Account 3100006 Washington, DC 20074
CTX Format Contact = Jesse White 301-887-6548

b. A copy of the check or money order or other proof of payment submitted in fulfillment of the penalty payment requirements of this order shall be sent to the following:

U.S. Environmental Protection Agency
Regional Hearing Clerk (3RC00)
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

and

Stefania D. Shamet (3RC20)
Senior Assistant Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

c. A transmittal message identifying the case name and docket number identified above shall accompany the remittance and copies of the check or transfer instrument.

13. This CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit. Nor does this CAFO constitute a waiver, suspension or modification of the requirements of the SDWA, 42 U.S.C. §§ 300f, *et seq.*, or any regulations promulgated thereunder.

14. This Consent Agreement and the accompanying Final Order resolve all of the civil claims for the specific violations alleged in the Second Amended Complaint issued in the above-captioned action. EPA reserves the right to commence action against any person, including Respondent, in response to any condition that EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules Further, EPA reserves any rights and remedies available to it under the SDWA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO.

15. Nothing in this CAFO shall be construed as prohibiting, altering or in any way eliminating the ability of EPA to seek any other remedies or sanctions available by virtue of

Respondent's violations of this CAFO or of the statutes and regulations upon which this CAFO is based or for Respondent's violation of any applicable provision of law.

16. EPA shall have the right to institute a new and separate action to recover additional civil penalties if EPA obtains evidence that the information and/or representations of Respondent made in connection with this settlement are false, or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action, civil or criminal, the EPA may have under law or equity in such event.

17. By his or her signature below, the person signing this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of the Consent Agreement and Final Order.

18. This CAFO may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

19. All of the terms and conditions of this CAFO together comprise one agreement, and each of the terms and conditions is in consideration of all of the other terms and conditions. In the event that this CAFO, or one or more of its terms and conditions, is held invalid, or is not executed by all of the signatories in identical form, or is not approved in such identical form by the Regional Administrator or his designee, then the entire CAFO shall be null and void.

20. This CAFO shall become final and effective upon filing with the Regional Hearing Clerk.

FOR COMPLAINANT:

Date: 5-11-07

Stefania D. Shamet
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III

FOR RESPONDENT DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY:

Date: 5/2/07

Jerry N. Johnson
General Manager
District of Columbia Water and Sewer Authority

SO ORDERED:

Date: 5/14/07

Jon M. Capacasa, Director
Water Protection Division
U.S. Environmental Protection Agency
Region III